

**City of Albany
Department of Recreation**

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
FOOD CONCESSION SERVICES
AT SWINBURNE SKATING RINK**

**RFP No. 2013-16
October 21, 2013**

SECTION 1: PURPOSE

- 1.1 The City of Albany, New York Department of Recreation is requesting proposals for food concession services at Swinburne Skating Rink (Clinton Ave. and Manning Blvd., Albany, NY). Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Three (3) copies of the proposal must be received no later than Friday, November 8, 2013 at 1:00 p.m. at the following address:

Michelina C. Wojton, Esq.
Assistant Corporation Counsel
City Hall, Room 106
Albany, New York 12209

The four copies of the proposal must be submitted in a sealed envelope, the outside of which must be marked as follows:

"Proposal Enclosed – Swinburne Rink Food Concession Services"

- 2.2 The proposal submitted is the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications and wherewithal to complete the required services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any business or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in selection interviews if any.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming non-responsive or conditional proposals.

- 2.6 The City of Albany reserves the right to award the food concession contract to one or more businesses and/or individuals.
- 2.7 Any award of the food concession contract shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

SECTION 3: QUALIFICATIONS OR PROPOSER

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including food service background and experience.
- 3.2 In the case of a proposal from a business, provide a brief history and description of the business submitting the proposal. Identify the business' staff member(s) who will be assigned to this engagement if the business' proposal is selected. Provide a statement of qualifications of each of the business' staff members who will be assigned to this engagement including food service background and experience. Provide a signed cover letter from a person within the business who is authorized to make representations on behalf of the business and to bind the business.
- 3.3 Each proposer must provide the names, addresses, and phone numbers of at least three (3) references.
- 3.4 Each proposer may provide any additional information which would serve to distinguish his or her proposal from other proposals.
- 3.5 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to provide the food concession services contemplated by this Request for Proposals. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES

- 4.1 Proposals must outline the food concession services that will be provided (specify style and type of operation, etc.). Proposals must include a sample menu with prices and the number of anticipated employees. The price, quality, and quantity of food and beverages shall all be subject to the approval of the Department of Recreation. The Department of Recreation reserves the right to approve or deny all menu items at any time.
- 4.2 The hours of operation for food concession services shall coincide with the skating rink's hours of operation. Hours of operation are currently as follows: Monday –Thursday 3:00 p.m. – 5:00 p.m., 7:00 p.m.-9:30 p.m.; Friday – Saturday 3:00 p.m. - 5:00 p.m., 7:00 p.m. – 10:00 p.m.; and Sunday 12:30 p.m. – 5:00 p.m., 7:00 p.m. – 9:30 p.m. Hours of operation are subject to change at any time at the discretion of the City.
- 4.3 The City may require formal interviews and oral presentations prior to awarding a contract as well as proof of good financial standing.
- 4.4 Proposals from individuals or firms who are in arrears to the City of Albany, under debt, contract, or otherwise, or who are in default, as surety or otherwise under any obligation to the City of Albany will not be considered.

- 4.5 Proposers may contact the individual named in Section 11.1 of this RFP to arrange for a walk-through of the premises, if desired.
- 4.6 Proposer will be responsible for providing any and all equipment necessary to provide the concession services contemplated herein (ie. refrigerator, freezer, oven etc. as approved by the Albany County Health Department), and shall also be responsible for the repair and/or replacement of all personal equipment. Proposer shall obtain all permits necessary from the Albany County Health Department to provide the concession services.

SECTION 5: AGREEMENT

- 5.1 The selected proposer will be required to execute a license agreement with the City of Albany. A sample City of Albany License Agreement is available upon request. The initial term of the license agreement shall commence on or about November 15, 2013 and shall terminate on March 31, 2014. The City shall have the option to extend the agreement for two (2) additional seasons covering the periods November 15, 2014 through March 31, 2015, and November 15, 2015 through March 31, 2016. Notwithstanding the foregoing, the City shall have the right to terminate the license agreement at any time, with or without cause, upon ten (10) days written notice.

SECTION 6: COST PROPOSAL

- 6.1 Provide the license fee which you propose to pay as consideration for the privilege of operating and maintaining the food concession at Swinburne Skating Rink stated as a flat monthly fee.

SECTION 7: SECURITY DEPOSIT

- 7.1 The selected Proposer must provide the City with one month's license fee to be held by the City as a security deposit.

SECTION 8: PROPOSAL EVALUATION

- 8.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 8.2 Proposals shall be examined and evaluated by the City of Albany Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A contract will be awarded to a proposer based on the following criteria:
 - a. The proposer's demonstrated capabilities and experiences in operating food concessions.
 - b. Past performance with regard to similar ventures.
 - c. Quality and value of products and services to be provided.
 - d. Financial strength, stability, and business administration.
 - e. Total proposed license fee.
 - f. Completeness of the proposal.
- 8.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 9: ALTERNATIVES

- 9.1 Proposals may include alternative matters or items not specified or requested in this RFP.

SECTION 10: RELATIONSHIP AND INDEMNIFICATION

- 10.1 The selected proposer will function as an independent contractor and will not be considered an agent or employee of the City of Albany for any purposes, and the employees of the selected proposer will not in any manner be, or held out to be agents or employees of the City of Albany. Moreover, the selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses, and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 11: SPECIFICATION CLARIFICATION

- 11.1 All inquiries with respect to this RFP shall be directed to the following individual: Michelina C. Wojton, Esq., Assistant Corporation Counsel, City Hall – Room 106, 24 Eagle Street, Albany, NY 12207.
- 11.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced in Section 11.1. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.gov/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 12: MODIFICATION AND WITHDRAWAL OR PROPOSALS

- 12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 12.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter that proposer will be disqualified from further proposal on the work.

SECTION 13: INSURANCE AND SECURITY REQUIREMENTS

- 13.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York and which has an A.M. Best rating of not less than "A":

- (a) **Workers Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries as required by applicable statutory limits.
 - (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000 and Excess Liability policy with limits of not less than \$1,000,000.
 - (c) **Property Insurance:** Evidence of appropriate property insurance.
- 13.2 Each policy of insurance required shall be in form and content satisfactory to the Corporate Counsel and shall provide that:
 - (a) The City of Albany is named as an additional insured on a primary and non-contributing basis.
 - (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given thirty (30) days written notice to the contrary.
- 13.3 No contract will be signed and no services shall be commenced pursuant to this RFP until the selected proposer has delivered to the Corporation Counsel of his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time any of the said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 14: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGEMENT

- 14.1 Each Proposer shall complete and submit with his or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgement" found on the two (2) pages which follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(print name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2013, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2013, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2013, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____